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& *S. C. R. Co.*, 20 Iowa 347; *Deppe v. Chicago, R. I. & P. R. Co.*, 38 Iowa 592. And this was the company's basis for attacking the law in the principal case, relying upon what the Mississippi supreme court said in *Bradford Constr. Co. v. Heffin*, 88 Miss. 314, wherein a laborer employed to clean the tracks of gravel could not recover for an injury received while engaged in replacing a plow on the car, the injury being due to the negligence of a member of the train crew. However, the clear weight of authority is with the principal case as decided by the supreme court of Mississippi and affirmed by the United States Supreme Court, in sustaining the law abrogating the fellow-servant rule as to "every employee of a railroad corporation." This decision should settle the law in Mississippi.

CONSTITUTIONAL LAW—EQUAL PROTECTION OF THE LAWS—PERMIT TO WOMAN PHARMACIST TO SELL LIQUORS.—Plaintiff was a female pharmacist in Iowa. The statute provides that none but a qualified elector may engage in retail liquor business. The constitution declares electors to be male citizens over twenty-one years of age. In an appeal from a refusal of a license she attacked this law on the ground that it violates the constitutional provision for the uniform operation of the laws and against the granting of special privileges. *Held*, even though she, as a pharmacist among others, is discriminated against, excluding her from the privilege is not unconstitutional. *In re Carragher* (1910), — Iowa —, 128 N. W. 352.

The sale of liquors is within the power of the state and may be prohibited entirely. *Kansas v. Bradley* (C. C.) 26 Fed. 289. The state may control all sales and not deprive any citizen of equal protection of the laws. *McCullough v. Brown*, 41 S. C. 220. Or it may allow certain classes of persons only to dispense liquors. *State of Ohio v. Dollison*, 194 U. S. 445. It is valid exercise of police power to prohibit the employment of women in any saloon, beer hall or any place where liquors are sold as a beverage. *In re Considine* (U. S. C. C. Wash.) 83 Fed. 157; *City of Hoboken v. Goodman*, 68 N. J. L. 217. It is constitutional to prohibit liquor sellers from providing wine rooms for women. *Cronin v. Adams*, 192 U. S. 108. Not only liquor laws but labor laws discriminating against the sexes are upheld on the ground of public welfare and public morals. *State v. Muller*, 48 Ore. 252; *State v. Buchanan*, 29 Wash. 602.

CONTRACTS—PUBLIC POLICY.—Plaintiff, an apple grower, entered into a contract with defendant, a common carrier, whereby it was agreed that plaintiff would ship all of his crop of apples for the year 1907, over defendant's railroad and defendant agreed to furnish to plaintiff, at a certain point on its line, all the refrigerator cars required by plaintiff to handle and ship said crop of apples. There was nothing in the contract to show that plaintiff was to receive more than his proportionate share of cars or that others would be injured thereby, but upon breach of the contract, defendant based its defense upon the ground that the contract was void as against public policy. *Held*, a court should declare a contract void as against public policy only where the case is clear and free from doubt and the injury to the public is substantial

and not theoretical or problematical. *Oregon R. & S. Navigation Co. v. Dumas* (1910), — C. C. A., 9th Cir. —, 181 Fed. 781.

Contracts by common carriers and other quasi public corporations, making undue discriminations in favor of particular persons are generally prohibited by statute, but they are also illegal as being opposed to the best interests of the public. *Illinois etc. R. Co. v. Ervin*, 118 Ill. 250, 8 N. E. 862, 59 Am. Rep. 369; *Chesapeake etc. Tel. Co. v. Baltimore etc. Tel. Co.*, 66 Md. 399, 7 Atl. 809, 59 Am. Rep. 167. As the habits, opinions, and wants of a people vary with the times so public interest may change with them. *Dixon v. U. S.*, 1 Brock (U. S.) 177. Public policy is variable, the very reverse of that which is in the interest of the public at one time may become public policy at another; hence no fixed rule can be given by which to determine what is public policy. *Griswold v. Illinois Cent. R. Co.*, 90 Iowa 265, 268, 57 N. W. 843, 24 L. R. A. 647. It has been held that in the federal courts the question whether a contract is against the interest of the public is a question of general law and not dependent solely upon any local statute or usage. *Liverpool etc. Steam Co. v. Phenix Ins. Co.*, 129 U. S. 397, 9 Sup. Ct., 469, 32 L. Ed. 788. Whether a contract is injurious to the interests of the public is a question of law for the court to determine from all the circumstances of each case. *Smith v. Du Bose*, 78 Ga. 413, 3 S. E. 309, 6 Am. St. Rep. 260; *Weber v. Shay*, 56 Ohio St. 116, 46 N. E. 377, 60 Am. St. Rep. 743, 37 L. R. A. 230. It must not be forgotten that the rules by which a given contract is void as against public policy are not to be arbitrarily extended, because if there is one thing more than another which the welfare of the public requires it is that men of full age and competent understanding shall have the utmost liberty of contracting and that their contracts when entered into freely and voluntarily shall be held sacred and shall be enforced by courts of justice. *Printing etc. Registering Co. v. Sampson*, 44 L. J. Ch. 705, 32 L. T. (N. S. 354, 23 W. R. 463.

**CORPORATIONS—INJURY TO MINORITY STOCKHOLDERS—REMEDY BY INJUNCTION.**—A minority stockholder of the Sumter Commercial and Real Estate Company brought an action to enjoin the sale of the real estate of the corporation to E. R. Wilson, another of the stockholders. The allegations of the complaint showed that one Thomas Wilson, having bought a majority of the corporate stock, connived with other stock holders to have the real estate sold to E. R. Wilson, his son, at a grossly inadequate price; that the action of the majority was in furtherance of a scheme of Thomas Wilson to procure the said real estate for himself, through the agency of his son, to the detriment of the corporation, and in fraud of the rights of the minority of the stockholders. *Held*, that courts of equity may enjoin, at the suit of the minority stockholders of a corporation, any action of the majority stockholders which is plainly oppressive to the minority and in fraud of their rights. *Andrews v. Sumter Commercial & Real Estate Co. et al.* (1910), — S. C. —, 69 S. E. 604.

It is a familiar principle that any single stockholder or a minority of the stockholders of a corporation is bound by the action of the majority. It is